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Please reply to New Jersey

December 8, 2023

VIA E-FILING

Clerk, United States District Court
Clarkson S. Fisher Fed. Bldg. 402 East State Street
Trenton, NJ 08608

RE: **FREDERICK K. SHORT JR. AND TAMATHA COSTELLO VS.
CRANFORD BOARD OF EDUCATION.**

Our File No. : 94305 ELH
Docket No. : 3:23-cv-21105-RK-DEA

Dear Sir/Madam

Enclosed please find an Answer on behalf of the Cranford Board of Education and Cranford High School.

Respectfully submitted,

METHFESSEL & WERBEL, ESQS.

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ELH:dwh/Encl.

Methfessel & Werbel Esqs.

Our File No.: 94305 ELH

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Attorneys for Cranford Public Schools and Cranford High School
Our File No. 94305 ELH

FREDERICK K. SHORT JR.,
TAMATHA COSTELLO

Plaintiff

V.

NEW JERSEY DEPARTMENT OF
EDUCATION, 100 RIVER VIEW
PLAZA, PO BOX 500, TRENTON, NJ
08625-0500; AGENLICA ALLEN-
MCMILLAN, COMMISSIONER - NEW
JERSEY DEPARTMENT OF
EDUCATION, ACTING IN HER
OFFICIAL CAPACITY, 100 RIVER
VIEW PLAZA, PO BOX 500,
TRENTON, NJ 08625-0500; CHERRY
HILL BOARD OF EDUCATION, 45
RANOLDO TERRACE, CHERRY
HILL, NJ 08034; CHERRY HILL
SCHOOL DISTRICT, 45 RANOLADO
TERRACE, CHERRY HILL, NJ
08034-0391; CRANFORD PUBLIC
SCHOOL DISTRICT, 132 THOMAS
ST., CRANFORD, NJ 07016;
CRANFORD BOARD OF
EDUCATION, 132 THOMAS ST.,
CRANFORD, NJ 07016

Defendant

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: UNITED STATES
DISTRICT - TRENTON
DOCKET NO.: 3:23-cv-21105-RK-DEA

Civil Action

ANSWER

Defendants, Cranford Public Schools and Cranford High School, by
way of Answer to the Complaint filed herein say:

NATURE OF THE ACTION

1. Answering Defendants deny Plaintiff is entitled to such relief.
2. To the extent this Paragraph refers to a document, that document speaks for itself; otherwise denied.
3. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.
4. As to the first sentence, denied. As to the second sentence, to the extent this Paragraph refers to a document, that document speaks for itself; otherwise denied. As to the third sentence, to the extent this Paragraph refers to a document, that document speaks for itself; otherwise denied. As to the fourth sentence, this Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied. As to the fifth sentence, this Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.
5. As to the first sentence, answering Defendants deny Plaintiff is entitled to such relief Denied. As to the rest of the paragraph, denied.
6. Denied.
7. Denied.
8. Denied.
9. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.

10. As to the first sentence, answering Defendants deny Plaintiff is entitled to such relief. As to the second sentence, denied.
11. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.

JURISDICTION AND VENUE

12. As to the first sentence, answering Defendants deny Plaintiff is entitled to such relief. As to the rest of the paragraph, this Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.
13. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.
14. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.

PARTIES

15. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.
16. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.
17. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.
18. As to the first sentence, to the extent this Paragraph refers to a document, that document speaks for itself; otherwise denied. As to the second sentence, denied.
19. Denied.

20. Admitted.

21. Denied.

22. Admitted.

STATEMENT OF FACTS

23. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.

24. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.

25. As to the first sentence, denied. As to the second sentence, admitted only insofar as the Plaintiff so alleges; otherwise, denied. As to the third sentence, denied. As to the last sentence, admitted only insofar as the Plaintiff so alleges; otherwise, denied.

26. As to the first sentence, admitted. As to the second sentence, denied.

27. To the extent this Paragraph refers to a document, that document speaks for itself; otherwise denied.

NJ Guidance – the Policy Implemented by Cherry Hill School

District and Cranford Public School District

28. As to the first sentence, denied. As to the second sentence, denied. As to the rest of the paragraph, to the extent this Paragraph refers to a document, that document speaks for itself; otherwise denied.

29. To the extent this Paragraph refers to a document, that document speaks for itself; otherwise denied.
30. To the extent this Paragraph refers to a document, that document speaks for itself; otherwise denied.
31. To the extent this Paragraph refers to a document, that document speaks for itself; otherwise denied.
32. To the extent this Paragraph refers to a document, that document speaks for itself; otherwise denied.
33. To the extent this Paragraph refers to a document, that document speaks for itself; otherwise denied.
34. Denied.
35. As to the first sentence, admitted that Cranford Board of Education adopted the NJ DOE's Guidance in 2020; otherwise, admitted only insofar as the Plaintiff alleges. As to the second sentence, to the extent this Paragraph refers to a document, that document speaks for itself; otherwise denied.
36. Denied.
37. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.
38. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.

Dr. Stephen Levine

39. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.

- 40. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.
- 41. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.
- 42. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.

Dr. Levine on Gender Identity Issues and Parental Involvement

- 43. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
- 44. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
- 45. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
- 46. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
- 47. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.

48. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
49. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
50. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
51. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
52. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
53. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
54. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
55. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.

- 56. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
- 57. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
- 58. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
- 59. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
- 60. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
- 61. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.

Dr. Anderson, Ph.D on Gender Identity and Parental Involvement

- 62. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.
- 63. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.

- 64. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
- 65. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
- 66. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
- 67. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.
- 68. Denied.
- 69. Denied.
- 70. Denied.

FIRST COUNT

Violation of Fourteenth Amendment, Substantive Due Process, United States Constitution

- 71. Answering Defendants repeat and reiterate their answers to all the previous allegations of the Complaint with full force and effect as though more fully set forth herein at length.
- 72. Denied.
- 73. Denied.
- 74. The within Paragraph asserts a contention of law and as such, the answering Defendants make no response thereto other

than to deny this paragraph to the extent it suggests that answering Defendants violated the civil rights of the Plaintiff.

75. The within Paragraph asserts a contention of law and as such, the answering Defendants make no response thereto other than to deny this paragraph to the extent it suggests that answering Defendants violated the civil rights of the Plaintiff.

76. The within Paragraph asserts a contention of law and as such, the answering Defendants make no response thereto other than to deny this paragraph to the extent it suggests that answering Defendants violated the civil rights of the Plaintiff.

77. The within Paragraph asserts a contention of law and as such, the answering Defendants make no response thereto other than to deny this paragraph to the extent it suggests that answering Defendants violated the civil rights of the Plaintiff.

78. Denied.

79. The within Paragraph asserts a contention of law and as such, the answering Defendants make no response thereto other than to deny this paragraph to the extent it suggests that answering Defendants violated the civil rights of the Plaintiff.

80. The within Paragraph asserts a contention of law and as such, the answering Defendants make no response thereto other than to deny this paragraph to the extent it suggests that answering Defendants violated the civil rights of the Plaintiff.

81. The within Paragraph asserts a contention of law and as such, the answering Defendants make no response thereto other than to deny this paragraph to the extent it suggests that answering Defendants violated the civil rights of the Plaintiff.
82. As to the first sentence, denied. As to the second sentence, it asserts a contention of law and as such, the answering Defendants make no response thereto other than to deny this paragraph to the extent it suggests that answering Defendants violated the civil rights of the Plaintiff.
83. Denied.
84. Denied.
85. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.
86. Denied.
87. Denied.

SECOND COUNT

88. Answering Defendants repeat and reiterate their answers to all the previous allegations of the Complaint with full force and effect as though more fully set forth herein at length.
89. The within Paragraph asserts a contention of law and as such, the answering Defendants make no response thereto other than to deny this paragraph to the extent it suggests that answering Defendants violated the civil rights of the Plaintiff.

90. As to the first sentence, the within Paragraph asserts a contention of law and as such, the answering Defendants make no response thereto other than to deny this paragraph to the extent it suggests that answering Defendants violated the civil rights of the Plaintiff. As to the second sentence, the within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
91. Admitted.
92. Admitted.
93. To the extent this Paragraph refers to a document, that document speaks for itself; otherwise denied.
94. The within Paragraph of the Complaint makes no assertion against answering Defendants. To the extent this paragraph refers to Defendants, denied.
95. Denied.
96. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.
97. The within Paragraph asserts a contention of law and as such, the answering Defendants make no response thereto other than to deny this paragraph to the extent it suggests that answering Defendants violated the civil rights of the Plaintiff.
98. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.

99. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.

100. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.

101. This Paragraph is admitted only insofar as the Plaintiff so alleges; otherwise, denied.

102. As to the first sentence, denied. As to the second sentence, to the extent this Paragraph refers to a document, that document speaks for itself; otherwise denied.

103. Denied.

104. Answering Defendant denies Plaintiff is entitled to such relief.

THIRD COUNT

105. Answering Defendants repeat and reiterate their answers to all the previous allegations of the Complaint with full force and effect as though more fully set forth herein at length.

106. The within Paragraph asserts a contention of law and as such, the answering Defendants make no response thereto other than to deny this paragraph to the extent it suggests that answering Defendants violated the civil rights of the Plaintiff.

107. Denied.

108. Denied.

PRAYER FOR RELIEF

109. Answering Defendants repeat and reiterate their answers to all the previous allegations of the Complaint with full force and effect as though more fully set forth herein at length.
110. Answering Defendant denies Plaintiff is entitled to such relief.
111. Answering Defendant denies Plaintiff is entitled to such relief.
112. Answering Defendant denies Plaintiff is entitled to such relief.
113. Answering Defendant denies Plaintiff is entitled to such relief.
114. Answering Defendant denies Plaintiff is entitled to such relief.
115. Answering Defendant denies Plaintiff is entitled to such relief.
116. Answering Defendant denies Plaintiff is entitled to such relief.
117. Answering Defendant denies Plaintiff is entitled to such relief.
118. Answering Defendant denies Plaintiff is entitled to such relief.

FIRST SEPARATE DEFENSE

The Complaint fails to state a claim upon which relief may be granted.

SECOND SEPARATE DEFENSE

Defendants were not guilty of any negligence, wrongdoing, breach of duty, or misconduct that was the proximate or producing cause of any injuries or damages alleged by plaintiff.

THIRD SEPARATE DEFENSE

Any claims against answering defendants are barred by contributory negligence or should be mitigated by comparative negligence pursuant to N.J.S.A. 2A:15-5.1, et seq.

FOURTH SEPARATE DEFENSE

Any and all injuries and damages were proximately caused by actions or negligence of plaintiff or by persons not under the control of the defendants.

FIFTH SEPARATE DEFENSE

Any injuries and damages were caused by and arose out of risks of which plaintiff had full knowledge and which plaintiff assumed.

SIXTH SEPARATE DEFENSE

Any and all injuries and damages were caused solely by the negligence of the plaintiff.

SEVENTH SEPARATE DEFENSE

Any and all injuries and damages were caused solely by the intentional behavior of the plaintiff.

EIGHTH SEPARATE DEFENSE

Defendants owed no legal duty to the plaintiff.

NINTH SEPARATE DEFENSE

Defendants breached no duty owed to the plaintiff.

TENTH SEPARATE DEFENSE

Defendants performed each and every duty, if any, owed to plaintiff.

ELEVENTH SEPARATE DEFENSE

Plaintiff has not been deprived of any right, privilege, or immunity created or recognized by the United States Constitution, the New Jersey Constitution, any statute, or any law.

TWELFTH SEPARATE DEFENSE

Defendants acted in good faith without malicious intent in carrying out all duties.

THIRTEENTH SEPARATE DEFENSE

Defendants at all times acted reasonably, in good faith, and in accordance with all applicable laws of the United States, State of New Jersey, and local ordinances.

FOURTEENTH SEPARATE DEFENSE

All acts of defendants were performed in good faith and defendant is therefore entitled to qualified immunity.

FIFTEENTH SEPARATE DEFENSE

Defendants are entitled to absolute immunity.

SIXTEENTH SEPARATE DEFENSE

Punitive damages cannot be awarded against defendants under both common law and statute.

SEVENTEENTH SEPARATE DEFENSE

This court lacks jurisdiction over one or more of plaintiff's claims.

EIGHTEENTH SEPARATE DEFENSE

Defendants had legitimate, nondiscriminatory reasons for all acts and omissions of which plaintiff complains.

NINETEENTH SEPARATE DEFENSE

Plaintiff has failed to exhaust all available administrative remedies.

TWENTIETH SEPARATE DEFENSE

JURY DEMAND

The defendants hereby demand trial by a jury as to all issues so triable.

METHFESSEL & WERBEL, ESQS.

Attorneys for Cranford Public
Schools and Cranford High School



By: _____
Eric L. Harrison

DATED: December 8, 2023

Our File No. 94305

CERTIFICATE OF MAILING

The undersigned hereby certifies as follows:

1. I am employed by the law firm of Methfessel & Werbel.
2. On December 8, 2023 the undersigned prepared and forwarded copies of the within Answer to the following parties:

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Trenton, NJ 08608

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Trenton, NJ 08625

3. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Katharine A. Rubin

Katharine A. Rubin